

CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

**CONTRACT FOR PROFESSIONAL SERVICES**

This Contract is made and entered into on the 15th day of October, 2015, by and between the City of Tempe, an Arizona municipal corporation ("City"), and Kimley-Horn and Associates, Inc., a North Carolina corporation ("Consultant").

City engages Consultant to perform professional services for a project known and described as **Highline Canal Multi-use Path – Baseline Road to Knox Road**, Project No. **6006071A** ("Project").

**1. SERVICES OF CONSULTANT**

Consultant shall perform the following professional services to City in conformance with applicable professional standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

- 1.1. Consultant shall provide design services, as described in Exhibit "A" attached.
- 1.2. Consultant has assigned Ray Yparraguirre as the project manager for this Contract. Prior written approval by City is required in the event Consultant needs to change the project manager. Consultant shall submit the qualifications of the proposed substituted personnel to City for approval prior to any substitution or change.
- 1.3. Consultant shall prepare and submit a detailed opinion of probable cost of the Project.
- 1.4. Consultant shall follow and comply with the Arizona Utility Coordinating Committee's Public Improvement Project Guide and the City's Utility Permit and Construction Manual, latest revisions, as directed by City.
- 1.5. Consultant shall prepare plans and technical specifications per the requirements of the applicable chapters of the City's Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction as amended by City. All plans shall be prepared on CADD as required by City. The final original plans shall be submitted on 3 ml double matte black line mylar and shall be 24" x 36" in size.
- 1.6. Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be MicroStation or AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current City standards. Other support documents, for

example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only.

- 1.7. Consultant shall obtain all necessary permits and licenses required for the performance of its work. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a breach of this Contract.
- 1.8. Consultant shall perform the work in a manner and at times which do not impede or delay City's operations and/or functions.
- 1.9. Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

## **2. TERM OF CONTRACT**

Consultant shall complete all services by October 31, 2016. In the event delays are experienced beyond the control of Consultant, the schedule may be revised as determined by City in its sole discretion, and pursuant to Section 3, Consultant's Compensation.

## **3. CONSULTANT'S COMPENSATION**

- 3.1. The method of payment for this Contract is payment by installments. Total compensation for the services performed shall not exceed \$418,701.00, unless otherwise authorized by City.
- 3.2. Payment for this Contract shall be based on the following Budget Schedule:

<u>Task Description</u>	<u>Method</u>	<u>Amount</u>
Design Services	Not to Exceed	\$392,745.00
<b>Subtotal Task Amount:</b>		<b>\$392,745.00</b>
<u>Allowances</u>	<u>Method</u>	<u>Amount</u>
Sub-consultant Services	Not to Exceed	\$9,525.00
CADD and Plotting	Not to Exceed	\$11,431.00
Potholing	Not to Exceed	\$5,000.00
<b>Subtotal Allowances Amount:</b>		<b>\$25,956.00</b>
<b>Total Compensation Not to Exceed:</b>		<b>\$418,701.00</b>

- 3.3. City shall pay Consultant by installments, each installment based upon monthly progress reports and related, detailed invoices submitted by Consultant. Submittals shall be based on the Budget Schedule and shall include supporting documentation for all Allowances. If Budget Schedule includes an Allowance for

reimbursable expenses, in no event will payment exceed actual cost. Invoices shall include job titles and hourly rates when applicable. Hourly rates are established in the attached Exhibit "A" incorporated hereby by this reference and are in effect for the entire Contract term unless City provides written authorization for an hourly rate increase. Consultant shall not exceed any of the specified budget amounts for any Task or Allowance without prior written authorization from City. City may provide written authorization for the transfer of budget amounts between any of the Tasks or Allowances provided the total Contract amount does not exceed the amount indicated in Section 3.1.

- 3.4. If detailed invoice(s) and progress report(s) are approved by City, installment payments will be made within thirty (30) days after City's approval.
- 3.5. Consultant acknowledges and agrees that invoices shall be submitted to City for review and approval no more than sixty (60) days after work or services have been performed. City reserves the right to deny in whole or in part, payment to Consultant, including but not limited to, fees and expenses contained in any invoice not received by the City within sixty (60) days of the date such work or services were performed. This in no way shall be construed to waive or diminish City's rights and remedies for otherwise withholding funds under Arizona law.

#### **4. CITY'S RESPONSIBILITIES**

- 4.1. City shall designate a project manager during the term of this Contract. The project manager has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by City on any aspect of the work shall be directed to the project manager.
- 4.2. City shall review requests for information related to the Project by Consultant and will endeavor to provide a prompt response to minimize delay in the progress of Consultant's work. City will also endeavor to keep Consultant advised concerning the progress of City's review of the work. Consultant agrees that City's inspection, review, acceptance or approval of Consultant's work shall not relieve Consultant of its responsibility for errors or omissions of Consultant or its subconsultant(s).
- 4.3. Unless included in Consultant's services as identified in Section 1, City may furnish with or without charge, upon Consultant's reasonable request, the following information to the extent it is within City's possession or control:
  - 4.3.1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, Consultant shall be solely responsible for searching the records and requesting specific drawings or information and independently verifying said information.

- 4.3.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.
- 4.3.3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

## **5. TERMINATION AND DEFAULT**

- 5.1. City shall be entitled to terminate this Contract at any time, in its discretion. In addition, City may terminate this Contract for default, non-performance, breach or convenience, or abandon any portion of the Project for which services have not been fully or properly performed by Consultant. Termination shall be commenced by delivery of written notice delivered to Consultant, personally or by certified mail at 7740 N. 16<sup>th</sup> Street, Suite 300, Phoenix, AZ 85020. Termination shall be effective upon fourteen (14) days of delivery of notice to Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.
- 5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.
- 5.3. In the event of Consultant's default, non-performance or breach, City agrees to, before exercising any right or remedy available to it, give Consultant written notice of the default, non-performance or breach. For the thirty (30) days following such notice, Consultant shall have the right to cure such default, non-performance or breach.
- 5.4. If Consultant fails to cure, immediately after receiving notice of termination from City, Consultant shall discontinue performance under this Contract and proceed to close said operations under this Contract. Consultant shall submit a detailed breakdown of completed work to City for evaluation. City shall have the right to inspect Consultant's work to analyze the services completed. Payment to Consultant shall be determined by City upon approval or disapproval of the services completed as of the date of delivery of notice of termination, and pursuant to Section 5.9.
- 5.5. Within ten (10) days of receipt of notice of termination as set forth herein, Consultant shall deliver to City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by City.

- 5.6. In the event of such termination or abandonment, Consultant shall be paid only for those services performed in a good and workmanlike manner, in accordance with all plans, specifications and governmental requirements completed prior to receipt of said notice of termination, subject to approval by City. To the extent permitted by this Contract, such payment may include reimbursable expenses then incurred by Consultant, in City's sole discretion.
- 5.7. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by Consultant as determined and approved by City based upon the scope of work set forth in Exhibit "A." However, in no event shall the fee exceed that set forth in Section 3 of this Contract.
- 5.8. City shall make a determination as to approval or denial of any requested final payment within sixty (60) days after Consultant has delivered the last of the completed items and the final appraisal has been submitted to City.
- 5.9. The parties agree that in the event of any damages suffered by City as a result of any inexcusable delay, default, non-performance or breach by Consultant, Consultant agrees to reimburse City ten percent (10%) of the Contract amount per Section 3.1 for damages caused by its delay. This sum may be deducted from Consultant's payment or anticipated payment for failure to deliver and/or perform as specified. No premium will be awarded to Consultant for delivery and/or performance within the Contract term. Waiver by City of any of the provisions contained in this Section 5.9, or by way of the extension of the Contract term, shall in no way be deemed to waive or diminish City's rights available by law or in equity under the Contract.

## 6. INSURANCE

Without limiting any obligations or liabilities, Consultant, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from City.

### 6.1. General Clauses

- 6.1.1. Additional Insured. The insurance coverage, except workers' compensation and professional liability, required by this Contract, shall name City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by City or its employees shall be excess coverage, and not contributory coverage to that provided by Consultant. This provision and the naming of the City as an additional insured shall in

no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

- 6.1.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so shall constitute a material breach of this Contract.
- 6.1.3. Primary Coverage. Consultant's insurance shall be primary insurance as respects City, and any insurance or self insurance maintained by City shall be in excess of Consultant's insurance and shall not contribute to it.
- 6.1.4. Claim Reporting. Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.
- 6.1.5. Waiver. The policies for workers' compensation and general liability shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of Consultant.
- 6.1.6. Deductible/Retention. The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for deductible or self-insured retentions and City may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.1.7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.
- 6.1.8. Certificates of Insurance. Prior to commencing services under this Contract, Consultant shall furnish City with certificates of insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract by referencing the Project number and/or Project name and shall provide for not less than thirty (30) days advance written notice by certified mail to City of cancellation or termination of insurance.

6.1.9. Subconsultants/Contractors. Consultant shall include all subconsultants and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant and subcontractor.

- 6.2. Workers' Compensation. Consultant shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case services under this Contract are subcontracted, Consultant shall require all subconsultant(s) to provide workers' compensation and employer's liability to at least the same extent as provided by Consultant.

- 6.3. Automobile Liability. Consultant shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of Consultant services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

- 6.4. Commercial General Liability. Consultant shall carry commercial general liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision (also known as "cross liability" and "separation of insured").

- 6.5. Professional Liability. Consultant retained by City to provide the engineering services required by the Contract will maintain professional liability insurance covering errors and omissions arising out of the services performed by Consultant or any person employed by it, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of services as evidenced by annual certificates of insurance.

- 6.6. Property Coverage – Valuable Papers. Consultant shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of Consultant used in the completion of this Contract.

## **7. HEALTH INSURANCE REQUIREMENTS**

- 7.1. Consultant must certify that it has or will offer health insurance to all eligible employees working on services set forth in this Contract prior to the performance of any work or services. An affidavit certifying such offering must be signed in a form approved by City. All required health insurance must be maintained during the entire time of the Contract with City. Health insurance pursuant to this Section 7 is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.
- 7.2. The health insurance requirements herein shall apply to all of Consultant's eligible employees directly involved with the services set forth in this Contract, including support and administrative personnel.
- 7.3. Any and all complaints concerning violations of the health insurance requirements shall be filed, in writing, with the City's Public Works Department, within thirty (30) days from discovery of a potential violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.
- 7.4. Penalties for failing to comply with this Section 7 include, but are not limited to the following: Consultant may be barred from bidding on, or entering into any Public Works contract with City for a period of three (3) years from the execution of the Contract.
- 7.5. All Consultants subject to the health insurance requirements shall post in English, notice of the health insurance requirements at their office and at the job site.

## **8. WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES**

- 8.1. Consultant shall ensure that all the results and proceeds of Consultant's and any and all work on the Project and any related projects, including that of all agents, employees, officers, and contractors, shall be owned by City, including the copyright thereto, as work for hire. In the event, for any reason, such results and



proceeds are not deemed work for hire, Consultant shall be deemed hereby to have assigned to City all of its right, title and interest in such results and proceeds and content to City, without limitation.

- 8.2. All work products (electronically or manually generated), including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of City and are to be delivered to City on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to Consultant. City shall retain ownership of these original works. If approved in writing by City, Consultant may retain the originals and supply City with reproducible copies of the work.

## **9. CONFLICT OF INTEREST**

- 9.1. Consultant agrees to promptly disclose any and all financial and/or economic interest in the property, or any property affected by the work, or the Project itself other than as set forth herein, existing prior to the execution of this Contract. Further, Consultant agrees to promptly disclose any financial or economic interest in the Project property or any property affected by the work, if Consultant gains such interest during the course of this Contract.
- 9.2. If Consultant gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of City.
- 9.3. Consultant shall not engage the services on this Contract of any present or former City employee who was involved as a decision-maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.
- 9.4. Consultant agrees that it shall not perform services on this Project for any other contractor, subcontractor, or any supplier, other than City. In addition, Consultant shall not negotiate, contract, or make any agreement with a contractor, subcontractor, or any supplier with regard to any of the work under this Contract, or any services, equipment or facilities to be used on this Project other than with City.

## **10. COVENANT AGAINST CONTINGENT FEES**

Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the

award or making of the Contract. For breach or violation of this clause, City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

## **11. INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its agents, officers, officials, and employees from and against all claims, damages, losses, liability and/or expenses, relating to, or arising out of, the negligent acts, errors, mistakes or omissions in the work, services, or professional services of Consultant, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services Consultant may be deemed legally liable in the performance of this Contract, or any breach of the Contract. Consultant's duty herein shall arise in connection with any and all claims for damage, loss, liability and/or expenses attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of any person or property including loss of use resulting therefrom. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

## **12. DISPUTE RESOLUTION**

In the event of a dispute concerning or in any way connected to the Contract or subject Project, the parties agree that the unsuccessful party shall pay to the prevailing party a reasonable sum for attorneys' fees, including taxable and non-taxable costs, fees, costs and disbursements of experts, professionals, paralegals, whether at trial, appeal and/or in bankruptcy court, all of which will be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. In addition, should City retain and/or utilize legal counsel as a result of a breach by Consultant of any term, covenant or provision of this Contract, in addition to paying any recovery owed to City and/or performing any obligation remaining to be performed, in order to fully cure such breach or default, Consultant shall reimburse City for reasonable attorneys' fees, taxable and non-taxable costs and disbursements, incurred by City in enforcing Consultant's obligations, whether or not a legal action is commenced, including but not limited to the cost of preparing and presenting default notices, demand letters and similar non-judicial enforcement activities.

## **13. ADDITIONAL SERVICES**

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by Consultant without prior written authorization from City, at City's sole discretion. Additional services, when authorized by an executed contract or an amendment to this Contract shall be compensated for by a fee mutually agreed upon between City and Consultant.

#### **14. PROHIBITION ON ASSIGNMENT**

This Contract and all duties and obligations of Consultant set forth in this Contract shall not be assignable except by prior written consent of City, and such prohibition shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of Consultant.

#### **15. MISCELLANEOUS PROVISIONS**

- 15.1. Lawful Presence in the United States. Pursuant to A.R.S. §1-502, any individual/sole proprietor who applies for local public benefits by signing this Contract shall also sign a sworn affidavit (Exhibit B) and present one of the documents listed on the affidavit to verify lawful presence in the United States. This Contract shall not be fully executed by the City if the individual/sole proprietor fails to sign the affidavit and present one of the listed documents.
- 15.2. Equal Opportunity. City is an equal opportunity, affirmative action employer. Consultant hereby covenants for itself, its employees, agents, assigns and all persons claiming under or through it, that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, creed, religion, ancestry, national origin, physical or mental disability, age, sex, gender, sexual orientation, gender identity, marital status, or veteran status with regard to discharging obligations under this Contract. Consultant covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity. Consultant agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this clause.
- 15.3. Antidiscrimination. Consultant shall not refuse to hire or employ or bar or discharge from employment any person, or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Consultant shall provide a copy of its antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance (Exhibit C).
- 15.4. Legal Compliance. Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards

Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Consultant acknowledges that a breach of this warranty is a material breach of this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

- 15.5. Specially Designated Nationals and Blocked Persons List. Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 ("Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

Consultant further agrees to include the provisions set forth in Sections 15.1 through 15.4 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

- 15.6. Effective Date. This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona and when executed by the duly authorized City officials and the duly authorized agent of Consultant.
- 15.7. Governing Law. This Contract shall be governed and interpreted by the laws of the State of Arizona.
- 15.8. Exhibits. All exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any exhibit hereto, the terms of this Contract shall govern.
- 15.9. Force Majeure. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.9, a cause shall not

be deemed beyond a party's control if it is within the control of such party's agents, employees, assigns, contractors or subcontractors.

- 15.10. Entire Agreement. This Contract contains all of the agreements of the parties with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.
- 15.11. Consultant's Good Standing. Consultant hereby warrants and represents that it is a North Carolina corporation, licensed to do business in the state of Arizona and currently in good standing, and that it is not now in violation of any agreement, instrument, contract, law, rule or regulation by which Consultant is bound.
- 15.12. Independent Contractor. Nothing contained in this Contract shall be deemed or construed by the parties hereto or otherwise, to create the relationship of principal and agent, partnership, joint venturer, employer and employee, or any association between City and Consultant. Consultant is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to Consultant hereunder or for any and all services or materials provided by or rendered to Consultant hereunder in connection with the work set forth in this Contract.
- 15.13. Severability. If any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 15.14. Time is of the Essence. Time is of the essence in this Contract and each and every provision herein, except as may expressly be provided in writing by City.
- 15.15. No Waiver. No breach or default hereunder shall be deemed to have been waived City, except by a writing to that effect signed on behalf of City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of City.
- 15.16. Survival. Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after

the termination or expiration of this Contract term, shall survive the termination or expiration of this Contract.

- 15.17. Retention of Records. City, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Contract. Consultant will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or five (5) years following termination of this Contract.
- 15.18. Antitrust Violations. City and Consultant recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, Consultant assigns to City any and all claims for such overcharges. Consultant in all subcontracts shall require all subcontractors to likewise assign all claims for overcharges to City.
- 15.19. Headings. The heading use in this Contract is for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 15.20. No Construction Against Drafting Party. Each party acknowledges that it has had an opportunity to review the Contract with counsel, and such documents shall not be construed against any party that is determined to have been the drafter of the documents.
- 15.21. Notices to Parties:

All notices pursuant to this Contract shall be made in writing and delivered or mailed by certified mail to the parties at the following addresses:

CITY:

Andy Goh, City Engineer  
City of Tempe  
Public Works/Engineering Dept.  
P.O. Box 5002  
Tempe, AZ 85280

CONSULTANT:

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(Printed Name of Signatory)  
Kimley-Horn and Associates, Inc.  
7740 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, Arizona 85020

- 15.22. Non-Appropriation of Funds. If funds appropriated by the City Council or otherwise allocated to perform the work becomes unavailable for payment by City under this Contract, City may delay the work for a period up to six (6) months, after which date if no funds are legally available, City may terminate the Contract at City's sole option. In case of any such delay by City, Consultant may suspend performance of work or services as applicable. However, nothing herein shall be construed to allow termination of the Contract by Consultant for such delay.
- 15.23. GIS Data Disclaimer. THE CITY OF TEMPE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY,

PERFORMANCE, OR CURRENCY OF THE GIS DATA PROVIDED UNDER THIS CONTRACT. AREAS DEPICTED BY GIS DATA ARE APPROXIMATE, AND NOT GUARANTEED TO BE ACCURATE TO STANDARDS FOR MAPPING, SURVEYING OR ENGINEERING. THIS DATA IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR SITE-SPECIFIC PURPOSES. THE DATA HEREIN IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. THE CITY OF TEMPE IN NO WAY ASSUMES LIABILITY OR RESPONSIBILITY FOR ANY INCORRECT DATA OR ANY INFORMATION PROVIDED HEREIN. THE CONSULTANT ACKNOWLEDGES AND AGREES THAT THE CITY OF TEMPE ASSUMES NO LIABILITY FOR DAMAGES INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM INCOMPLETE, INCORRECT OR MISSING INFORMATION; INCLUDING ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. **BY WAY OF THE SIGNATURE ON THIS CONTRACT, THE CONSULTANT ASSUMES ALL LIABILITY FOR ANY AND ALL DEPENDENCE AND/OR RELIANCE UPON THIS INFORMATION AND ASSUMES ALL RESPONSIBILITY RELATING THERETO. ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED.** CONSULTANT SHOULD NOT RELY UPON THE GIS DATA WITHOUT PROPER FIELD VERIFICATION FOR ANY PURPOSE.

[SIGNATURE PAGE TO FOLLOW]

**Highline Canal Multi-use Path – Baseline Road to Knox Road  
Project No. 6006071A**

DATED this 15<sup>th</sup> day of October, 2015.

CITY OF TEMPE, ARIZONA

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Public Works Director

ATTEST:

Recommended By:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy PW Director/City Engineer

*AK*

\_\_\_\_\_  
City Attorney

**Consultant warrants that the person who is signing this Contract on behalf of Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.**

CONSULTANT  
Kimley-Horn and Associates, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal I.D. No./Social Security No.



# EXHIBIT A

## Kimley»Horn

August 27, 2015

Ms. Catherine Hollow  
City of Tempe – Engineering Division  
31 East 5<sup>th</sup> Street  
Tempe, AZ 85281

**RE: Tempe Highline Canal Multi-Use Path**

Dear Ms. Hollow,

Kimley-Horn is pleased to provide you with our scope and fee proposal for the Tempe Highline Multi-Use Path project. The purpose of this project is to construct Tempe's last canal pathway improvements. The pathway will provide critical connections to parks, schools, and employment centers in Tempe's westernmost neighborhoods. The project site is located along Highline Canal, starting at the canal's intersection with Avenida Del Yaqui to the Knox Road alignment, a distance of approximately 3.8 miles, in Tempe, Arizona. The project design entails a 10' wide concrete path within the canal right-of-way. In addition, the project design also includes site features such as Porticos and gateway points, site furnishings, planting and irrigation, lighting, way finding signage, signalized crossings, and bicycle/pedestrian bridge structures across the canal.

We submit herewith our proposal for developing a scoping document, plans, specifications, and estimate of probable costs for the Highline Multi-use Path design for \$418,701 lump sum fee. Documentation of the scope of services and derivation of the fees is attached.

The anticipated contract duration is 365 calendar days.

With Kimley-Horn, you should expect more and will experience better. Please contact me at (602) 906-1324 or [ray.yparraguirre@kimley-horn.com](mailto:ray.yparraguirre@kimley-horn.com) should you have any questions.

Sincerely,



Ray P. Yparraguirre  
Associate

cc: Robert Yabes

**SCOPE OF WORK  
TEMPE HIGHLINE CANAL  
MULTI-USE PATH**

**Introduction/Project Description**

This document describes the scope of services the Kimley-Horn and Associates team (hereafter called the "CONSULTANT") will provide to City of Tempe (hereafter called the "CITY").

The CONSULTANT shall perform the duties and functions required by the City of Tempe to provide a complete, sealed, set of original construction plans and specifications (construction documents) for the multi-use path along the Highline Canal. The project site is located along Highline Canal, starting at the canal's intersection with Avenida Del Yaqui to the Knox Road alignment, a distance of approximately 3.8 miles, in Tempe, Arizona. The project design entails a 10' wide concrete path within the canal right-of-way. In addition, the project design also includes site features such as Porticos and gateway points, site furnishings, planting and irrigation, lighting, way finding signage, signalized crossings, and bicycle/pedestrian bridge structures across the canal. Project construction will use both Federal and City funds.

The plans, technical specifications, bid item numbers and opinion of probable cost are to be developed to City of Tempe Standards. ADOT will be reviewing the entire design package (Project Assessment), Environmental Determination Report, Utility and Right-of-Way Clearances, Plans, Specifications, Opinion of Probable Costs at selected stages, and Bidding Schedule). Furthermore, the CITY will advertise the project for bid, open bids and award and administer the construction contract.

**Project Team**

The project team consists of the following staff members and subconsultants:

<b>Title/Task Lead</b>	<b>Staff/Subconsultant</b>
Project Manager	Ray Yparraguirre
Roadway	Sean Wozny
Signing and Pavement Marking	Kim Carroll
Pedestrian and Traffic Signals	Ray Yparraguirre
Lighting/Electrical	Pete Syntax

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Landscape Architecture	Brian Sager
Bridge/Structural	Dave Leistiko
Environmental	Emily Blinkhorn
Utilities	Robert Lyons
Right of Way	Sean Wozny
Geotechnical	RAMM
Class III Cultural Resources Study	PaleoWest Archeology
Lead-Based Paint Survey	The Green Way Group

## Scope of Services

This section provides a summary of the CONSULTANT's scope of services and assumptions in developing the fee proposal.

## PROJECT MEETINGS

### Project Kick-Off Meeting

The CONSULTANT will coordinate, attend, and conduct a project kick-off meeting with City staff and ADOT Personnel. At the kick-off meeting The CONSULTANT will develop an agenda and sign-in sheet, and provide a detailed design schedule and a list of the team members who will be involved in the project along with their phone numbers and e-mail addresses. Meeting notes will be developed and distributed to the project team.

### Progress Meetings

Progress Meetings will be held every other month or as needed up to the Final Plan submittal. It is anticipated that seven (7) progress meetings will be required. One (1) project walkthrough will be conducted as part of normally scheduled meetings. It is anticipated that the walkthrough will occur after the kickoff meeting.

The CONSULTANT will prepare agendas and distribute meeting notes for each Progress Meeting within 7 days of each meeting, including Action Items to be reviewed and updated at each Progress Meeting.

### Deliverables:

- Project kick-off meeting notes and sign-in sheet, project walkthrough and meeting notes, and progress meeting notes and sign-in sheet (7 meetings)

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## **PUBLIC INFORMATION & MEETINGS**

### **Public Information Meetings**

The CONSULTANT will prepare for and participate in two (2) Public Information Meetings. The meetings are anticipated to occur at the following project milestones:

- After the Project Kickoff Meeting, but prior to 30% Plans
- After the 60% Plan Submittal
- Prior to the beginning of Construction

The CONSULTANT will be responsible for making presentations at these meetings, including preparing 11" x 17" handouts that feature the planned improvements, and any impacts to existing adjacent properties, and digital exhibits depicting the proposed typical roadway section.

The CONSULTANT will develop up to two (2) concepts after the existing conditions has been established for the CITY's review and approval. The approved preferred concept will be displayed at the first concept meeting and iterations of thereafter.

The CONSULTANT will coordinate with the CITY to determine dates, location, and logistics of the public meeting. Strategy sessions will be accomplished during the regularly scheduled progress meetings to determine logistics, necessary graphics, key issues to address, and roles of the participants.

The CONSULTANT anticipates one (1) person attending each of the three public meetings.

### **City Council Briefings/Presentations**

The CONSULTANT will prepare for, attend and present project related information to City Council Members at one (1) regularly scheduled City Council Meetings or work sessions

The CONSULTANT assumes one consultant person attending the selected meeting.

### **Coordination with Tempe Transportation Commission and Town of Guadalupe**

The CONSULTANT will prepare project related information for the City of Tempe for one (1) regularly scheduled Tempe Transportation Committee Meeting. The CONSULTANT assumes that they will not be attending and the City of Tempe will be presenting the information at the Tempe Transportation Committee Meeting.

The CONSULTANT will prepare for, attend and present project related information to Town of Guadalupe at one (1) meeting or work session. The CONSULTANT assumes one consultant person attending the selected meeting.

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**Deliverables:**

- Public meetings (2 meetings)
- City council briefing/presentations (1 meeting)
- Tempe Transportation Commission meeting (prep only)(1 meeting)
- Town of Guadalupe briefing/presentation (1 meeting)

**CITY will be responsible for the following:**

- Assist with securing a location and time for each public meeting;
- Prepare and distribute mailers/flyers to those residents within and adjacent to the project corridor; and
- Assist with preparation of newspaper notice of meeting.

**SURVEY & BASE MAPPING**

The CONSULTANT will obtain topographic survey through a surveyor hired by the CITY and TGIS mapping from the CITY. The limits of the mapping will be along Highline Canal between Avenida Del Yaqui to the Knox Road alignment. In addition, the hard shots will be taken at the following locations:

- Node 1: Avenida Del Yaqui
- Node 5: Guadalupe Road
- Node 7: Groove Parkway
- Node 8: Midpoint
- Node 9: Elliot Road
- Node 10: Loop Link
- Auto Drive/Drivers Way intersection
- Node 12: Commerce Way
- Node 13: Warner Road

The CONSULTANT will perform research at the Maricopa County Recorder's office and the City of Tempe to obtain information on the existing right of way through the corridor. We will establish the centerline and right of way lines along the pathway and crossroads, containing bearings, distances, and ties to monuments. Right of way lines will be calculated from deeds available in the public records. No title reports will be obtained.

The CONSULTANT will perform a site visit to verify and/or obtain existing condition information as well as verify survey information obtained from the CITY's survey consultant. Field measurements and pictures will be taken along with notes to accurately account for existing conditions.

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The CONSULTANT will prepare the base map in AutoCAD format showing all data obtained. Final deliverables will include electronic CADD.

**Deliverables:**

- Aerial mapping; and
- Existing right-of-way map

**CITY will be responsible for the following:**

- Provide TGIS mapping

## SCOPING DOCUMENT

The CONSULTANT shall prepare an Initial and Project Assessment (PA) per ADOT guidelines for roadway improvements involving federal funds. The report will address existing conditions, traffic analyses, major design features of the recommended alternative, and an opinion of probable cost.

The PA will address all aspects of the project including roadway design, drainage, right-of-way, Utility Clearance, Environmental Clearance, etc., and provide visual and/or rendered materials to accomplish final City of Tempe and ADOT approval of the Design Concept Report.

The PA will generally adhere to the following outline:

- |            |   |
|------------|---|
| Chapter 1  | Project Description, Need for the Project, Existing Conditions (land use, roadway, structures, right-of-way, drainage, utilities, geotechnical, lighting)   |
| Chapter 2  | Traffic Analysis – Traffic data will be collected and analyzed.   |
| Chapter 3  | Development and Evaluation of Alternatives – Evaluation of alternatives will be developed and provided in an evaluation matrix.   |
| Chapter 4  | Major Design Features of the Recommended Alternative (horizontal alignments, drainage, utilities, right-of-way, constructability and traffic control, intersections, signing & pavement marking, lighting, preliminary pavement design) |
| Chapter 5  | Environmental Issues  |
| Chapter 6  | Opinion of Probable Cost  |
| Appendix A | Proposed Typical Sections   |
| Appendix B | Plan Sheets for the evaluated conditions (15% level)  |

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The Initial PA will be submitted to all stakeholders for comments. The comments received will be addressed in the Final PA.

**Deliverables:**

- Initial Design Concept Report
- Final Design Concept Report

## ROADWAY

The CONSULTANT shall prepare detailed final paving plan and profile sheets for the proposed multi-use pathway alignment (approximately 14,750 ft). Plan and profile plans shall include the proposed 10 ft wide concrete multi-use pathway along the Highline Canal. Multi-use sidewalk / pathway improvements along existing streets or site nodal / intersection improvements shall utilize spot grading plans to provide proposed grading / drainage / paving improvements.

Plans shall include the proposed alignment limits as follows:

Priest Drive from Knox to Warner Road (approximately 2,800 ft): Proposed 10ft wide concrete multi-use pathway is along the east bank of the Highline Canal.

Priest Drive from Warner Road to Commerce Drive (approximately 850 ft): Proposed 10ft wide concrete multi-use pathway is along the west side of Priest Drive. Multi-use pathway may utilize existing sidewalk on east side of Priest Drive to accommodate separation of northbound and southbound pedestrian/bicycle traffic.

Priest Drive to Auto Drive (approximately 1,900 ft): Proposed 10ft wide concrete multi-use pathway is along the east bank of the Highline Canal to tie-in with the existing 10ft wide concrete sidewalk cul-de-sac just south of Auto Drive.

Auto Drive/Drivers Way (approximately 1,900 ft): Utilize existing 10ft wide concrete multi-use pathway along the east side of the Auto Drive and Drivers Way. This is to connect to both sides of Node 10, Loop Link.

Loop Link – Node 10 (approximately 1,000 ft): Proposed multi-use pathway within the Auto Drive Loop tiled canal corridor.

Auto Drive to Elliot Road (approximately 2,000 ft): Utilize existing 10ft wide concrete multi-use pathway between Auto Drive and intersection of Elliot Road and Beck Avenue. Pathway adjacent to Elliot Road will be reconfigured to provide better operations.

Elliot Road to Grove Parkway (approximately 1,000 ft): Proposed 10ft wide concrete multi-use pathway along the east bank of the Highline Canal. Existing multi-use pathway on west bank of Highline Canal will be widened from 8' to 10'.

Grove Parkway to Mineral Road Alignment (approximately 700 ft): Removal of existing 8ft wide concrete path for proposed 10ft wide concrete multi-use pathway.

Mineral Road Alignment to Guadalupe Road (approximately 2,500 ft): Proposed 10ft wide concrete multi-use pathway along the east bank of the Highline Canal.

Guadalupe Road to Priest Drive (approximately 4,850 ft): Proposed 10ft wide concrete multi-use pathway along the east bank of the Highline Canal. The proposed 10ft wide concrete multi-use concrete path will tie-in with the existing concrete sidewalk along the east side of Priest Drive.

Final Design Plans shall include:

**Key Map, Legend & Notes Sheet:** shall provide sheet layout, legend and notes for the proposed pathway alignment at a scale of 1in = 200ft.

**Geometric Control Plan:** shall be provided in order to identify the existing and proposed monuments and centerlines located within the project limits (approximately 6 control plan sheets).

**Typical Sections & Pavement Section:** shall provide typical sections for the proposed project alignment (approximately 2 typical section sheets).

**Pathway Plan & Profile Sheets:** shall utilize a horizontal plan scale of 1in = 20ft and a vertical plan scale of 1in = 2ft (approximately 32 plan and profile sheets).

**Nodal Plans – Paving / Grading & Drainage / Layout Plans:** shall include enlarged plan views providing spot elevations, decorative hardscape, inert groundcover, site furnishings, and layout and paving information. Nodal areas shall be combined to minimize the number of plan sheets (approximately 10 nodal plan sheets). The following nodes shall be included:

- Node 1: Avenida del Yaqui
- Node 3: Tulane
- Node 4: Magdalena
- Node 5: Guadalupe
- Node 6: Highline High Point
- Node 7: Grove

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- Node 8: Midpoint
- Node 9: Elliot
- Node 10: Loop Link
- Node 12: Commerce/Priest
- Node 13: Warner/Priest At Grade Crossing
- Node 16: Knox

**Pathway Cross Sections:** shall be provided every 100 feet of the proposed 10ft wide concrete multi-use pathway (approximately 12 cross section plan sheets).

**Miscellaneous Pathway Details:** shall include jointing, pathway, decorative paving treatments, pavers, seatwalls, site furnishing mounting, and sidewalk ramp details as required for the project (approximately 1 detail sheet).

**Deliverables:**

- Key Map, Legend and Notes Sheet
- Geometric Control Plan
- Typical Sections & Pavement Sections
- Pathway Plan and Profile Sheets
- Nodal Plans
- Pathway Cross Sections
- Decorative Hardscape Site Furnishings Details
- Specifications/Special Provisions
- Quantities
- Opinion of Probable Costs

## **SIGNING AND PAVEMENT MARKING**

The CONSULTANT will prepare signing, wayfinding signage, and pavement marking plans based on the approved Final Project Assessment concept. The design will be developed in accordance to CITY standards and the MUTCD. The CONSULTANT will perform a sign inventory of all the signs within the project limits. The CONSULTANT will prepare plans at a scale of 1"=20' to include general notes and quantities. The plans will include sufficient detail to locate the pavement marking and signing improvements based on the station callouts and horizontal geometric data. The sheets will include construction note callouts for pavement markings and signing. It is assumed that existing signs impacted by the roadway or multi-use path improvements will be either removed and salvaged or relocated. Signing and pavement marking quantities will be tabulated and placed on each individual plan sheet. It is assumed that sign summary and sign format sheets will not be provided as part of this project. Specific plan sheet will be developed for the following node points:

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- Node 1: Avenida Del Yaqui (2 sheets)
- Node 3: Tulane (Wayfinding only)(1 sheet)
- Node 4: Magdalena (Wayfinding only)(1 sheet)
- Node 5: Guadalupe Road (2 sheets)
- Node 6: Highline High Point (Wayfinding only)(1 sheet)
- Node 7: Grove Parkway (2 sheets)
- Node 8: Midpoint (2 sheets)
- Node 9: Elliot Road (4 sheets)
- Node 10: Loop Link (Wayfinding at both ends)(4 sheets)
- Auto Drive/Drivers Way intersection (3 sheets)
- Node 12: Commerce Way (3 sheets)
- Node 13: Warner Road (4 sheets)
- Node 16: Knox (Wayfinding only)(1 sheet)

The CONSULTANT will prepare a pavement marking detail for a bike lane symbol and arrow. It is anticipated that the bike lane symbol and arrow will be incorporated with a colored pavement treatment. The CONSULTANT will develop special provisions to develop a description on the colored pavement treatment, materials, construction requirements, method of measurement, and basis of payment.

The CONSULTANT will prepare wayfinding signage panel and foundation details. It is anticipated that the wayfinding signs will be freestanding structural elements. The CONSULTANT will develop special provisions to develop a description of the wayfinding signage design, materials, construction requirements, method of measurement, and basis of payment.

The CONSULTANT shall provide plans, specifications and opinion of probable costs at the 30%, 60%, and 100% submittals.

## **Deliverables:**

- Signing and Pavement Marking General Notes and Quantities Sheet
- Signing and Pavement Marking Plans
- Specifications/Special Provisions
- Quantities
- Opinion of Probable Costs

## **PEDESTRIAN AND TRAFFIC SIGNALS**

The CONSULTANT will prepare traffic signal designs for the following intersections:

Node Location	Signal Design Type
Grove Parkway/Highline Canal	Pedestrian Signal
Elliot Road/Beck Avenue	Modify Traffic Signal
Ruby Drive/Priest Drive	Excluded from Scope (Existing)
Commerce Drive/Priest Drive	New Traffic Signal
Warner Road/Priest Drive	Modify Traffic Signal

The CONSULTANT will perform an equipment inventory and conduit proofing at the intersections of Elliot Road/Beck Avenue and Warner Road/Priest Drive.

The design will be developed in accordance to CITY standards and the MUTCD. The CONSULTANT will prepare plans at a scale of 1"=20' to include construction notes, pole schedule, and conductor schedule. It is anticipated that phasing diagrams will not be included.

The plan sheets will be created based on the CITY provided TGIS mapping along with supplemental field survey performed by the CONSULTANT. The plans will include sufficient detail to callout poles, controller cabinets, pull boxes, conduit runs and sizes, and locate the loop detectors based on the station callouts and horizontal geometric data. Traffic signal quantities will be tabulated for each intersection.

It is anticipated that modular style signal equipment will be used at all intersections and the traffic signals will be designed to these standards. The traffic signal designs will reference CITY specifications and standard details. It is anticipated that special provisions will not be required. The CONSULTANT will perform a site survey to determine pole foundation locations and impacts to existing visible infrastructure. In addition, potholing will be covered under a \$5,000 allowance. A schedule of unit prices and estimate on possible potholing is provided.

It is assumed that communication to these traffic signals will be designed through wireless technology.

The CONSULTANT shall provide plans, specifications and opinion of probable costs at the 30%, 60%, and 100% submittals.

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**Deliverables:**

- Traffic signal equipment removal plans at two locations
- Traffic signal plans for the referenced intersections
- Quantities
- Opinion of Probable Costs

**LIGHTING/ELECTRICAL**

The CONSULTANT shall develop Lighting plans for the Highline Canal MUP. Lighting plans shall include the following:

- Prepare exhibit of area where new SRP electrical service(s) are needed, develop preliminary load calculations, and make initial service request to SRP for identifying possible service points within the project area.
- Review information provided by SRP about possible service drop locations within the project limits and request site visit with SRP to finalize service drop and meter pedestal / load center location(s).
- Perform load calculations, identify proposed service address to be used, and prepare draft service request letter for CITY to send to SRP.
- CONSULTANT to provide three lighting options, two solar and one non-solar, for CITY'S review and selection. Light fixture type will be LED and based on existing CITY pathway fixtures.
- CITY shall confirm luminaire product number and the CONSULTANT will obtain available manufacturer photometric files to be used in photometric calculations.
- Perform photometric calculations to identify locations/spacing of the CITY poles based on Tempe Standard Detail T-656, T657, and T-658, and IESNA G-1-03 for Park Trails.
- Provide conduit and pull box system on the plans for the new CITY lights.
- Perform voltage drop calculations, conduit fill calculation, and add conduit and conductor call-outs.
- Provide pole and luminaire schedule.
- Provide trench detail for CITY conduit & conductor system
- Provide lighting general notes sheet to cover new lighting general notes that CITY pertain to CITY lighting guidelines
- Provide lighting technical specifications at 60% and 100%.
- Provide lighting opinion of probable cost at 60% and 100%.

**Deliverables:**

- Lighting plans

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- Quantities
- Opinion of Probable Costs
- Lighting technical specifications

## BRIDGE/STRUCTURAL

The CONSULTANT shall develop pedestrian/bike bridges at the following node points:

- Node 4: Magdalena – excluded from scope
- Node 11: Ruby Drive – excluded from scope
- Node 15: Basin

The proposed multi-use path bridge at the Basin will include a minimum clear distance between railings of 10-ft and have an approximate length of 30-ft. The design will follow the guidelines and requirements of the ADOT Bridge Design Guidelines and the AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges, 2nd Edition as well as the Design Guidelines and Specifications for Bridge Crossings of Salt River Project Canals, April 2012. The bridge is assumed to be a pre-engineered, prefabricated steel truss. The truss elevation, typical section, and required handrail will be developed to provide the fabricator with guidance for aesthetic details. Performance specifications for the steel truss will also be developed. Design will preliminary truss section, elevation, and handrail details along with cast-in-place reinforced concrete abutments placed at the edges of the canal liner. Coordination with SRP for design of the bridge is also included.

Also included in this proposal is the design of one Threshold Element and one modular Portico designs. The modular Portico will be a small Portico which may be combined with each other to form a large Portico. The Threshold element will be one designed element but applied in multiple locations within the corridor. The trellises have been excluded from this current proposal in an effort to remain streamlined.

The CONSULTANT shall develop the design of and show structural detailing of Portico and Threshold structural elements of the project. Details will describe the foundation, connection, framing, materials, and material finishes for the porticos identified at the following nodes:

- Node 1: Avenida del Yaqui (Portico only)
- Node 3: Tulane (Portico only)
- Node 4: Magdalena (Threshold only)
- Node 6: Highline High Point (Portico only – as allowed by SRP)
- Node 7: Grove (Threshold only)
- Node 8: Midpoint (Portico only)
- Node 9: Elliot (Threshold only)

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- Node 10: Loop Link (Up to 2 Porticos)
- Node 12: Commerce/ Priest: (Threshold only)
- Node 13: Warner/ Priest: (Threshold only)
- Node 16: Knox (Threshold only)

A geotechnical analysis will be performed to determine the subsurface conditions for the single span structure over Highline Canal. Based on the laboratory data an engineering evaluation and analysis will be performed for geotechnical recommendations and presented in a geotechnical report.

**Summary:**

- Up to 1 modular Portico
- Up to 6 Thresholds

**Deliverables:**

- Geotechnical Report
- General Plan and Elevation
- General Notes and Quantities
- Foundation Plan & Details
- Abutment Plan and Elevation
- Abutment Details
- Portico Details
- Threshold Details
- Trellises Details
- Miscellaneous Details
- Quantities
- Opinion of Probable Costs
- Structural technical specifications

## ENVIRONMENTAL STUDIES & CLEARANCE

This project is utilizing federal funds; as such, the project is subject to compliance with the National Environmental Policy Act (NEPA) and the environmental clearance process will be overseen by the ADOT Environmental Planning Group (EPG).

### Clearance Type

The project will require a Group II Categorical Exclusion (CE). We are proposing that the CE be conducted as a Condensed Clearance Memo (CCM) because of the limited amount of disturbance and the minor need of ROW/easement.

## **Biology**

The CONSULTANT will prepare an Urban Project Biological Evaluation (UPBE) Form. The UPBE will incorporate observations from field reconnaissance and the results of correspondence with the Arizona Game and Fish Department and the US Fish and Wildlife Service, as necessary. A draft UPBE will be submitted to ADOT EPG. Following ADOT EPG review, comments will be incorporated and a final UPBE will be submitted to ADOT EPG.

ADOT EPG has indicated on previous projects of a similar nature that a UPBE is sufficient to satisfy the biological component. It is assumed for this scope of work and will be verified at the time of the kick-off meeting that the appropriate biological document is an UPBE Form.

## **Hazardous Materials**

The CONSULTANT will prepare a Preliminary Initial Site Assessment (PISA) to identify contamination concerns within the project area. The PISA documentation will include observations from field reconnaissance and the review of an environmental database search that be prepared by a third party encompassing the minimum search distances listed in ASTM E1527-13. A draft PISA will be submitted to ADOT EPG. Following ADOT EPG review, comments will be incorporated and a final PISA will be submitted to ADOT EPG. This task assumes that a Phase I Environmental Site Assessment will not be necessary.

## **Cultural Resources**

Because the project will utilize federal funds, it is subject to compliance with Section 106 of the National Historic Preservation Act. PaleoWest will serve as a subconsultant to Kimley-Horn for the preparation of all cultural resources work.

## **Literature Review**

PaleoWest will conduct a Class I literature review of the project area. The Class I review will determine the extent and adequacy of previous survey coverage and identify the types of cultural resources that may be present in the project area. PaleoWest will examine records in the ADOT portal and the Arizona State Museum's (ASM) online AZSITE database to determine the location of any previously conducted archaeological surveys or previously recorded archaeological sites within a one-mile radius of the project area. Government Land Office (GLO) maps housed at the BLM will also be consulted to evaluate the possible presence and location of historic Euroamerican features on the property. The site file search results will be included in the survey report.

## **Cultural Resources Field Work**

PaleoWest archaeologists will conduct a full pedestrian inventory of the project area following ADOT, ASM, and State Historic Preservation Office (SHPO) inventory standards and guidelines. Archaeologists will walk parallel transects along both sides of the canal and within the 12 nodes

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spaced not more than 20 m apart, recording all isolated occurrences and mapping and recording any identified archaeological sites. This will include any previously recorded sites as well as newly discovered archaeological sites. A Registered Professional Archaeologist (RPA) who meets the National Secretary of the Interior's professional standards will head the fieldwork. PaleoWest will evaluate the significance of all identified historic and prehistoric resources in terms of eligibility for listing in the State and National Registers of Historic Places and provide recommendations for mitigation if necessary.

**Cultural Resources Report and Consultation Letter Preparation**

PaleoWest will prepare a report that meets all ADOT, ASM, and SHPO standards. The report will include a review of the project area's environmental setting, the results of the literature review, a description of the field methods, a record of isolated occurrences, a detailed description of each new site recorded, an evaluation of each site's potential eligibility for inclusion in the National and State Registers of Historic Places, and recommendations for either further work or full archaeological clearance. PaleoWest will submit this draft report to the client for review and consult with the client on the results of the project. Draft consultation letters will be prepared on behalf of ADOT, concurrent with the draft report submittal. All project information will be uploaded into the ADOT portal at the conclusion of the project.

**Cultural Resources Assumptions:**

The project area extends approximately 3.5 miles by an average of 100 ft wide (46 acres) and is along the existing Highline Canal between Knox Road and south of Baseline Road. There are also 16 nodes identified in the PA; four nodes have been excluded from the project and will not be included in the cultural survey or report:

- Node 2: Cerrito
- Node 3: Tulane
- Node 11: Ruby
- Node 15: Basin

**Public/Agency Scoping**

This task includes the preparation of scoping letters to public and agency stakeholders with jurisdiction over the project corridor that will be affected by the proposed project. The CONSULTANT will coordinate with the ADOT EPG NEPA Planner and the CITY to determine a list of agencies, organization, and individuals that should receive a scoping letter. The CONSULTANT will then prepare the letters. Upon receipt of comments, the CONSULTANT will coordinate with the CITY and ADOT EPG NEPA Planner to prepare responses to comments. The Scoping letters will be prepared per the ADOT EPG Categorical Exclusion Scoping Guidelines (published 09/2009).





**Prepare Environmental Geotechnical Clearance**

A geotechnical clearance will be prepared following ADOT EPG guidelines for geotechnical clearance. The cultural resources report and consultation being prepared for the overall project will be utilized for the geotechnical clearance. In addition, the PISA that is being prepared for the overall project will be utilized for the geotechnical clearance as well. Per ADOT EPG guidelines, a separate document will be prepared for biology considerations for the geotechnical clearance (Geotechnical Investigation Biological Compliance Form).

**Prepare Draft Categorical Exclusion and Environmental Clearance Memo**

The CONSULTANT will prepare a Draft Programmatic Categorical Exclusion (CE) checklist following ADOT EPG's local government guidelines and will be based on the results of the impact evaluation, scoping, and technical reviews. At this time the Environmental Clearance Memo (ECM) that will need to accompany the CE will be drafted. The CE and ECM will be submitted to the CITY for their review prior to submitting it to the ADOT NEPA Planner for review. This task assumes up to two review/revision submittals.

**Prepare Final Categorical Exclusion and Environmental Clearance Memo**

The CONSULTANT will review and incorporate the CITY and ADOT EPG's comments into the final CE. This task assumes up to two review/revision submittals. At this time the ECM that will need to accompany the CE will be finalized. The final CE and ECM will be submitted to the CITY for their review/signature prior to submitting to ADOT. The final CE and ECM will be submitted to ADOT by the City.

**Deliverables:**

- Geotechnical Clearance Compliance Form and necessary technical studies as described above for clearance of the geotechnical boring locations only
- UPBE
- PISA
- Cultural Resource Survey Report and draft Section 106 Consultation Letters
- Categorical Exclusion (Programmatic CCM)
- Environmental Clearance Memo

**UTILITY AND RAILROAD COORDINATION****Utility and Railroad Coordination**

The CONSULTANT will be responsible for coordinating with utility companies (i.e. water, sewer, cable TV, electric, gas, and telephone) in the area, to assemble current information regarding the locations and sizes of all existing utilities along the limits of the project corridor. This information shall be depicted on the plans. This information will be used to mitigate impacts with the utilities or



to facilitate their relocation. The CONSULTANT shall also be required to coordinate with the utility companies to assist them with their endeavors to upgrade, replace or enhance their facilities prior to or as a part of the construction project. The CONSULTANT will be responsible for providing each of the utility companies a set of complete plans at completion of the 30%, 60%, and 100% levels and will be required to secure written responses from each of the involved utilities at each of the levels.

### **Utility Coordination Meetings**

The CONSULTANT will facilitate utility coordination meetings at each submittal (30%, 60%, and bid) for a total of three (3) meetings, and provide a strip map showing proposed improvements and utility conflicts if they occur. The CONSULTANT anticipates these meetings will be held either prior to or immediately after regularly scheduled progress meetings.

### **SRP Plan Review Submittals**

The CONSULTANT shall submit 30%, 60%, & 100% construction documents to Salt River Project (SRP) for review and comment. SRP will be reviewing the plans, access to facilities, gate access for maintenance vehicles, and the bridge design. SRP requires a field meeting around 30% prior to the 60% submittal to discuss the bridge location. The bridge structural plans shall be reviewed at the 60% submittal.

### **Utility Clearance**

The CONSULTANT will prepare the utility clearance letter and submit to ADOT for approval and Utility Clearance. The CONSULTANT will also include utility information in the Special Provisions.

### **Deliverables:**

- Utility submittals at the 60% and 100%.
- Utility meetings (3 meetings)
- Utility Clearance

## **LANDSCAPE IRRIGATION**

The CONSULTANT will prepare landscape irrigation plans based on the project improvement plans. Planting design will be provided by a consultant hired by the CITY. Irrigation will generally be drip irrigation method, and will follow Tempe Standards.

The CONSULTANT will prepare plans at a scale of 1"=20' to include general notes and quantities. The plans will include sufficient detail to locate the irrigation mainline, valves, and lateral distribution lines.

It is assumed that water will be available at multiple locations within the project area, and that the municipal water service pressure is sufficient to support the irrigation without a booster pump.

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Any irrigation owned and operated by a private owner or the City of Tempe will be evaluated for continuation, rehabilitation, or abandonment.

Irrigation plans will be developed for all areas of new planting or preserved planting when not already supported by an adequate and acceptable irrigation system.

The CONSULTANT will develop plans, details, and special provisions to develop a description of the required components, materials, construction requirements, method of measurement, and basis of payment.

The CONSULTANT shall provide plans, specifications and opinion of probable costs at the, 60%, and 100% submittals.

**Deliverables:**

- Full draft complete Irrigation Plan (full component selection, layout, and details) at 60%
- Full final Irrigation Plan and Specifications at 100%
- Opinion of Probable Costs

## **RIGHT-OF-WAY ENGINEERING**

The CONSULTANT anticipates that no new additional Right of Way will be required. However, Temporary Construction Easements are likely and the CITY will prepare exhibits and legal descriptions. The CITY will also prepare the Right of Way Clearance Letter and submit to ADOT for Clearance.

## **PREPARE PLANS, SPECIFICATIONS AND OPINION OF PROBABLE COSTS**

The CONSULTANT will prepare detailed design for the project, and produce the construction drawings, technical special provisions, and opinion of probable construction costs for the contract documents. The Plans, Specifications and Opinion of Probable Costs will be prepared in accordance with ADOT requirements for federally funded projects.

For all submittals the CONSULTANT will provide the following to the CITY: three (3) 11"x 17" half-size scalable plan sets. ADOT will also receive 14 copies of 11"x 17" half-size scalable plan sets. 100% PS&E will be on 24"x 36" Mylar. The CONSULTANT will also provide the CITY two (2) copies of each of the following for each submittal: Special Provisions (each submittal after 30%), and Opinion of Probable Costs.

Traffic control will be addressed by reference in the Special Provisions. Any time constraints will be identified in the Special Provisions.

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The following matrix includes the number of sheets and the type of sheets anticipated:

P = Preliminary, F = Final, S = Sealed

Sheet	30%	60%	100% PS&E
Cover Sheet	P	F	S
General Notes	P	F	S
Street Typical Sections and Pavement Section Details	P	F	S
Sidewalk and Roadway Improvement Plan Sheets	P	F	S
Signing and Pavement Marking Sheets	P	F	S
Pedestrian Signal/Traffic Signal Sheets		F	S
Lighting Sheets		F	S
Landscape/Streetscape Sheets	P	F	S
Irrigation Sheets		F	S
Structural Sheets	P	F	S
Technical Specifications		P	S
Opinion of Probable Costs	P	P	S

## 30% Plans and Opinion of Probable Costs

The CONSULTANT will develop design criteria for the Highline Canal MUP project based on the approved concept from the Action Team/Stakeholders Group. The criteria will be used as a basis for standards to be used during the development of the design of Highline Canal MUP.

Construction quantities will be tabulated in CITY bid schedule format.

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The CONSULTANT will prepare the Opinion of Probable Cost using the items of work in the bid schedule at the 30% submittal. Unit prices will be determined from recent unit bid prices on bid tabulations for locally comparable construction projects.

The CONSULTANT will prepare a Summary comment Resolution form to be submitted with each submittal.

## **60% Plans, Specifications, and Opinion of Probable Costs**

The CONSULTANT shall incorporate changes, corrections, and additions as a result of the preliminary (30%) plan review. Project-specific details will be included with this submittal. The details will be included as determined necessary to convey the work required by the contractor, details may include driveway conforms, curb return conforms, curb ramp grading and other construction details. The resulting set of plans will be submitted to the CITY and utilities as a pre-final design that will be reviewed by the CITY, ADOT, SRP and utilities for any final adjustments or corrections. This set of plans will contain all design information.

Upon completion of CITY review of the 60% plans, a meeting will be held between the CITY and the CONSULTANT to discuss any revisions or additional work indicated for the 100% final bidding documents prior to commencing preparation of final bidding documents.

## **100% Plans, Specifications, and Opinion of Probable Costs**

The final plans shall be prepared incorporating CITY, ADOT and SRP comments made during review of the pre-final plans. The CONSULTANT shall assemble complete contract documents including contract, general specifications, and special provisions – ready for reproduction. A hard copy and digital copy of the specifications (MS Word), bid schedule (MS Excel), and opinion of probable construction cost (MS Excel) shall be submitted.

### **Deliverables:**

- 30% P&E
- 60% PS&E
- 100% PS&E

## **PROJECT MANAGEMENT & SCHEDULE**

### **Project Management**

The CONSULTANT will prepare monthly invoices and progress reports; and perform regular budget and schedule monitoring;

The CONSULTANT will coordinate with CITY representatives and other project stakeholders; this task includes responding to e-mails and phone calls.

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The CONSULTANT shall develop and maintain a work plan for the Highline Canal Multi-Use Path project;

The CONSULTANT will prepare and maintain a quality control plan, and will perform quality control following the quality control plan developed for this project.

## Schedule

The CONSULTANT shall submit an initial schedule within 10 calendar days after the actual Notice to Proceed. The CONSULTANT shall review and revise the initial schedule with the CITY Project Manager in order to achieve the ultimate project schedule within 20 calendar days after the Notice to Proceed. It is assumed that the project schedule will be approximately fifteen (15) months. A detailed Microsoft Project schedule is attached in this proposal.

### Proposed Design Schedule

Date	Milestone
10/12/15	Project Kickoff Meeting
12/17/15	Survey Completed (4 week duration)
1/5/16	Initial Project Assessment Submittal (6 week duration)
4 weeks	City and ADOT Review
2/26/16	Final Project Assessment Submittal (2 week duration)
4 weeks	City and ADOT Review
4/14/16	Revise and submit sealed Final Project Assessment
1/5/16	30% PS&E Submittal (4 week duration)
4 weeks	City and ADOT Review
2/25/16	30% PS&E Comment Resolution Meeting
10/5/16	60% PS&E Submittal (16 week duration)
4 weeks	City and ADOT Review

qph

**Proposed Design Schedule**

Date	Milestone
5/23/16	60% PS&E Comment Resolution Meeting
10/10/16	Environmental Clearance (24 week duration)
10/10/16	Right of Way Clearance (8 week duration)
10/10/16	Utility Clearance (24 week duration)
8/17/16	100% PS&E Submittal (8 week duration)
4 weeks	City and ADOT Review
10/6/16	100% PS&E Comment Resolution Meeting
10/31/16	Final Bid Package

**Deliverables:**

- Project schedule and updates; and
- Monthly invoices;

**Assumptions**

The following assumptions are used as a basis for this scope and fee:

- Wayfinding Signage will not be illuminated
- SWPPP will be by Deferred Submittal and by Contractor

**Additional Services**

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Traffic Studies
- Traffic Signal Warrant Analysis
- Utility Design

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- Utility Potholing (above \$5,000 allowance)
- Level B Utility Designating
- Review of Utility Relocation Plans beyond the power service design
- Waterline Relocation Design
- Planting Design
- Right of Way/Land Acquisitions/Temporary Construction Easements
- Railroad Coordination
- Roadway Geometric Design
- Storm Drain Design
- Traffic Control Design
- Private Sign Relocation Design
- Grade-separated Crossings
- Construction Administration
- Any offsite work
- Survey

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# Highline Canal Multi-Use Path

## EXHIBIT B FEE SCHEDULE

(Figures Rounded To The Nearest \$1)

### ESTIMATED DIRECT LABOR

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR*	TOTAL
Project Principal	5	\$ 273.75	\$ 1,369
Project Manager/Sr. Engineer	304	\$ 180.67	\$ 54,925
Project Engineer/Env. Specialist	650	\$ 164.27	\$ 106,778
Engineer/Designer	659	\$ 128.69	\$ 84,806
Tech	210	\$ 111.96	\$ 23,512
Analyst	1,337	\$ 87.86	\$ 117,472
Administrative	28	\$ 101.00	\$ 2,828
Clerical	15	\$ 70.33	\$ 1,055
	3,208	Hours	

Estimated Labor Cost \$ 392,745

\* Based on 193.5% Overhead, 10% Fixed Fee, and 0.66% FCCM

### ESTIMATED DIRECT EXPENSES

CADD and Plotting Expenses	\$ 11,431	
Potholing Allowance	\$ 5,000	
Total Estimated Expenses		<u>\$ 16,431</u>

### ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Cost	Compensation Method
PaleoWest Archaeology	\$ 4,975	LSUM
Environmental Data Resources, Inc.	\$ 525	LSUM
RAMM & Associates, Inc.	\$ 2,200	LSUM
GWEG	\$ 1,825	LSUM

Total Estimated Outside Services \$ 9,525

TOTAL ESTIMATED COST TO CONSULTANT \$ 25,956

SUBTOTAL - DESIGN FEE \$ 418,701

CONTINGENCY ITEMS \$ -

DESIGN FEE - LUMP SUM \$ 418,701

### POST-DESIGN SERVICES (HOURLY RATE BASIS - NOT INCLUDED IN ABOVE FEE)

CONTRACT TIME 365 Calendar Days



Consultant Firm Signature

8/27/2015

Date



# Highline Canal Multi-Use Path

## ESTIMATED STAFF HOURS

TASK	Scale	No Shls	Proj Prin	Proj Mgr / Svr Engr	Proj Eng / Env Plan	Eng/ Des	Tech/ Draft	Analyst	Admin	Clerical	Total	Cost
			\$ 278.75	\$ 180.67	\$ 154.27	\$ 126.89	\$ 111.98	\$ 87.86	\$ 101.00	\$ 70.33		1.00
<b>Project Meetings</b>												
Project Kick-off Meeting												
Coordinate and Prepare materials for meeting				4	4			4		1	13	1,144
Attend Meeting & Field Review				6	6			4			16	1,435
Prepare Meeting Minutes & Distribute				1	1			3		1	6	515
Progress Meeting (7)												
Meeting Materials Preparation				7	7			6		3	23	2,003
Attend Meeting (Assume 2 people, 2 hours)				14	14						28	2,520
Prepare Meeting Minutes				4							4	728
<b>Subtotal Project Meetings</b>			-	36	32	-	-	17	-	5	90	\$ 13,806
<b>Public Information &amp; Meetings</b>												
Public Information & Meetings (2 Meetings)				1							5	555
Prepare Meeting Materials/Exhibits				6		1		2		1	6	1,084
Attend Meetings (1 person)				1							1	181
Prepare Meeting Summary												
City Council Meetings (2 Meetings)				2				2			4	537
Prepare Meeting Materials/Exhibits				4							4	728
Attend Meeting (1 person)												
Tempe Transportation Commission and Town of Guadalupe Meetings				2				4			6	713
Prepare Meeting Materials/Exhibits				4							4	728
Attend Town of Guadalupe Meeting (1 person)												
<b>Subtotal Public Information &amp; Meetings</b>			-	20	-	1	-	8	-	1	30	\$ 4,515
<b>Survey &amp; Base Mapping</b>												
Coordinate with City of Tempe for TGIS base mapping						1						129
Review TGIS data						2		2			4	433
Incorporate data into base mapping						1		3			4	362
Coordination with subconsultant on spot ground survey						2					2	267
Update Basemapping & Create DTM						1		3			4	362
Survey Verification (Assume 1 mile/day)				32		32					64	9,900
<b>Subtotal Survey &amp; Base Mapping</b>			-	32	-	38	-	8	-	-	79	\$ 11,503
<b>Scoping Document</b>												
Initial PA (IPA)												
Research & Incorporate PA Material				2		4		5			11	1,315
Check/Supplement Existing Analysis				2		12		8			22	2,809
Develop Quantities and Opinion of Probable Costs				2		4		8			14	1,579
Prepare IPA Report				2		10		15			27	2,966
Develop exhibits/15% plans				2		5		10			17	1,883
Copy & Submit Initial Report						1		1		1	3	287
Final PA (FPA)												
Review & Address Comments				1		2		4			7	790
Copy & Submit Final Report						1		1		2	10	357
<b>Subtotal Scoping Document</b>			-	11	-	38	-	52	-	3	105	\$ 11,786
<b>Roadway</b>												
Key Map, Legend & Notes Sheet	N/A	1				2	1	2			5	545
Geometric Control Plan	1" = 100'	2			1	2	6	4			13	1,445
Typical Sections & Pavement Sections	N/A	3			4	4	10	8			26	2,994
Pathway Plan & Profile Sheets	1" = 20'	32			70	50	84	70			274	33,489
Nodal Plans - Paving / Grading & Drainage / Layout Plans	N/A	10			6	4	4	16			30	3,354
Pathway Cross Sections	N/A	12			4	4	4	16			28	3,026
Decorative Hardscape, site furnishings Plan work and QC	N/A	N/A			24			84			108	11,323
Decorative Hardscape, site furnishings Specs and Estimate	N/A	N/A			24			60			84	9,214
<b>Subtotal Roadway</b>		59	-	-	133	68	109	260	-	-	568	\$ 65,390
<b>Signing and Pavement Marking</b>												
Signing and Pavement Marking General Notes & Details Sheet	N/A	1			1	4		8			13	1,382
Decorative Wayfinding Signage Notes & Details Sheet	N/A	1			1	24		16			41	4,659
Signing and Pavement Marking Layout Sheets												
Node 1: Avenida Del Yaqui	1" = 20'	2			2	5		8			15	1,675
Node 3: Tulane (wayfinding)	1" = 20'	1			1	5		4			10	1,159
Node 4: Magdalena (wayfinding)	1" = 20'	1			1	5		4			10	1,159
Node 5: Guadalupe Road	1" = 20'	2			2	5		8			15	1,675
Node 6: Highline High Point (wayfinding)	1" = 20'	1			1	5		4			10	1,159
Node 7: Grove Parkway	1" = 20'	2			2	5		8			15	1,675
Node 8: Midpoint	1" = 20'	2			2	5		8			15	1,675
Node 9: Elliot Road	1" = 20'	4			4	8		16			28	3,092
Node 10: Loop Link	1" = 20'	4			4	8		16			28	3,092
Auto Drive/Drivers Way Intersection	1" = 20'	3			3	6		16			25	2,671
Node 12: Commerce Way	1" = 20'	3			3	7		12			22	2,448
Node 13: Warner Road	1" = 20'	4			4	9		16			29	3,221
Node 16: Knox (Wayfinding)	1" = 20'	1			1	4		4			9	1,030
Signing Quantities	N/A				1	9					10	1,322
Pavement Marking Quantities	N/A				1	12					13	1,709

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# Highline Canal Multi-Use Path

## ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prin	Proj Mgr / Snr Engr	Proj Eng / Env Plan	Eng/ Des	Tech/ Draft	Analyst	Admin	Clerical	Total	Cost
			\$ 273.75	\$ 180.87	\$ 184.27	\$ 128.89	\$ 111.96	\$ 87.86	\$ 101.00	\$ 70.33		1.00
Technical Specifications	N/A				4						4	657
											-	-
											-	-
<b>Subtotal Signing and Pavement Marking</b>		32	-	-	38	126	-	148	-	-	312	\$ 35,461
<b>Pedestrian and Traffic Signals</b>												
Grove Parkway/Highline Canal (Pedestrian Signal)											-	-
Pedestrian Signal Layout Sheet	1" = 20'	1		2		10		12			24	2,703
Pole Schedule	N/A	1		2		10		12			24	2,703
Conductor Schedule	N/A	1		3		10		12			25	2,888
Elliot Road/Beck Avenue (Modify Traffic Signal)											-	-
Traffic Signal Removal Sheet	1" = 20'	1		1		4		5			10	1,135
Traffic Signal Layout Sheet	1" = 20'	1		3		20		12			35	4,170
Pole Schedule	N/A	1		2		15		12			29	3,346
Conductor Schedule	N/A	1		3		15		12			30	3,527
Commerce Drive/Priest Drive (New Traffic Signal)											-	-
Traffic Signal Layout Sheet	1" = 20'	1		2		15		12			29	3,346
Pole Schedule	N/A	1		2		15		12			29	3,346
Conductor Schedule	N/A	1		3		15		12			30	3,527
Warner Road/Priest Drive (Modify Traffic Signal)											-	-
Traffic Signal Removal Sheet	1" = 20'	1		1		4		5			10	1,135
Traffic Signal Layout Sheet	1" = 20'	1		6		25		12			43	5,356
Pole Schedule	N/A	1		2		15		12			29	3,346
Conductor Schedule	N/A	1		3		15		12			30	3,527
Field Inventory and conduit proofing for Elliot and Warner Signals				5		15					20	2,834
Coordination with City on communication design				5							5	903
Traffic Signal Quantities				2		5					7	1,005
Traffic Signal Technical Specifications				6		2					8	1,341
											-	-
<b>Subtotal Pedestrian and Traffic Signals</b>		14	-	53	-	210	-	154	-	-	417	\$ 50,131
<b>Lighting/Electrical</b>												
80% PS&E											-	-
SRP Coordination					4						4	-
SRP Exhibit					12			40			52	3,515
Lighting Fixture Selection					14			24			38	2,109
Lighting Photometrics	1" = 20'	32			28			80			108	7,029
60% PS&E											-	-
Lighting Cover Sheet		1			4			4			8	351
Lighting Plan Sheets	1" = 20'	32		8	50			120			178	11,989
Lighting Details		8									-	-
Conduit and Conductor Schedule				2				8			10	703
Pole and Luminaire Schedule				2				8			10	703
Voltage Drop Calculations				4				8			12	703
Trench Detail				2				4			6	351
Lighting Special Provisions				16				24			40	2,109
Lighting Opinion of Probable Cost				16				16			32	1,408
Specifications						2		4			6	809
100% PS&E											-	-
Update Lighting Cover Sheet				2				2			4	176
Update Lighting Plan Sheets				4	24			40			68	4,237
Update Lighting Detail Sheets				10				16			26	1,408
Update Lighting Special Provisions				8							8	-
Update Lighting Opinion of Probable Cost				8				8			16	703
											-	-
<b>Subtotal Lighting/Electrical</b>		73	-	12	206	2	-	406	-	-	626	\$ 71,938
<b>Landscape Irrigation</b>												
Product/ Component Verification with Tempe					1	2		2			5	587
Product Selection					1	2		4			7	773
Point of Connection Research/ Meter Location					6			6	4		16	1,917
Design Development (60% plans, full and details)	1/20	34		8	12			40			60	6,373
Final Plans	1/20	34		2	8			52			42	4,170
Specifications				2	8			8			18	2,081
Opinion of probable Cost				1	8			12			21	2,248
											-	-
											-	-
<b>Subtotal Landscape Irrigation</b>			-	-	21	40	-	104	4	-	169	\$ 18,139

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# Highline Canal Multi-Use Path

## ESTIMATED STAFF HOURS

TASK	Scale	No Shfts	Proj Prin	Proj Mgr / Snr Engnr	Proj Eng /Env Plan	Eng/ Des	Tech/ Draft	Analyst	Admin	Clerical	Total	Cost
			\$ 273.75	\$ 180.67	\$ 164.27	\$ 128.89	\$ 111.95	\$ 87.88	\$ 101.00	\$ 70.33		1.00
<b>Bridge/Structural</b>												
Develop Scoping Document				12							12	2,168
General Plan and Elevation	N/A	1		55		60	55				170	23,618
General Notes and Quantities	N/A	1		3		3					6	928
Foundation Plan & Details	N/A	1		2		2					4	619
Abutment Details	N/A	1									-	-
Portico Detail analysis	N/A	2		8	-	16		40			64	7,019
Portico Details (foundation/ column connection/ framing/ etc. 7 shee	N/A	2		4	12	12		60			88	9,510
Threshold foundation Details	N/A	3		2	2	8		24			36	3,828
											-	-
<b>Subtotal Bridge/Structural</b>		11	-	86	14	101	55	124	-	-	380	\$ 47,888
<b>Environmental Studies &amp; Clearance</b>												
Categorical Exclusion											-	-
Field Reconnaissance					14		2		2		18	426
Public/Agency Scoping					24				2		26	202
Prepare Urban Project Biological Evaluation (UPBE) Form					20		4		2		26	650
PISA					20		4		2		26	650
Geotechnical Clearance					15						15	-
Project Draft Categorical Exclusion (CE)					45				2		47	202
Project Final Categorical Exclusion (CE)					12				2		14	202
Environmental Clearance Memo					6				2		8	202
Env Coordination (design team, cultural sub, EPG)					26						26	-
<b>Subtotal Environmental Studies &amp; Clearance</b>			-	-	182	-	10	-	14	-	206	\$ 32,431
<b>Utility and Railroad Coordination</b>												
Research & obtain as-builts, utility records								15			15	1,318
Field review and create base map showing existing utilities								20			20	1,787
Coordination for power services					8			1			9	88
Prepare and coordinate service request letters					8						3	-
Utility Clearance											-	-
Utility Kick-Off Meeting					3			4			7	351
Prepare utility clearance letters					1			5			6	439
Additional utility meetings					6						5	-
Review of power service design					1			2			3	178
Utility specifications					3						3	-
<b>Subtotal Utility and Railroad Coordination</b>			-	-	24	-	-	47	-	-	71	\$ 6,072
<b>Prepare Plans, Specs and Probable Costs</b>												
<b>PRELIMINARY (30% PLANS)</b>												
Coordinate & Obtain Face Sheet From ADOT							1				1	112
Prepare General Notes and Index Sheets		1					2				2	224
Opinion of Probable Costs		1				1	4	4			9	928
QC Review for 30% Design						6					6	772
											-	-
<b>PRE-FINAL (60% PLANS)</b>												
Address 30% Comments				2		6	6				14	1,805
Update General Notes and Index Sheets							4				4	448
Update Opinion of Probable Costs						1	2	2			5	528
QC Review for 60% Design				2		6					8	1,133
Summary of Comments				1			1			2	4	493
Comment Resolution Meeting				2							2	381
											-	-
<b>FINAL (100%) CONSTRUCTION DOCUMENTS</b>												
Address 60% Comments						2	6				8	929
Revise Specifications						2	4				6	705
Update Opinion of Probable Costs						1	2	2			5	528
QC Review for 100% Design						4					4	515
Summary of Comments				1			1			2	4	493
Comment Resolution Meeting				2							2	381
Prepare Bid Package				2		2	3			2	9	1,085
											-	-
<b>Subtotal Prepare Plans, Specs and Probable Costs</b>			-	12	-	31	36	8	-	6	93	\$ 11,313

CPH

# Highline Canal Multi-Use Path

## ESTIMATED STAFF HOURS

TASK	Scale	No Shfts	Proj Prin	Proj Mgr / Snr Engr	Proj Eng /Env Plan	Eng/ Des	Tech/ Draft	Analyst	Admin	Clerical	Total	Cost
			\$ 273.75	\$ 180.67	\$ 164.27	\$ 128.89	\$ 111.96	\$ 87.86	\$ 101.00	\$ 70.33		1.00
<b>Project Management &amp; Schedule</b>												
Project Invoices & Progress Rpts				7					10			2,275
Project Coordination & Communication			5	20							25	4,982
Develop & Maintain Work Plan (Project Team Coordination)				5		2					7	1,161
Prepare & Maintain Quality Control Plan				10		2		1			13	2,162
											-	-
											-	-
<b>Subtotal Project Management &amp; Schedule</b>			5	42	-	4	-	1	10	-	62	\$ 10,570
<b>Totals</b>		449	5	304	850	859	210	1,337	28	15	3,208	\$ 285,967

CPH

# Highline Canal Multi-Use Path

## ESTIMATE OF DIRECT EXPENSES

### Travel

A Hotel	\$ -
	\$ -
	\$ -
B Subsistence (0 people x 0 day) (0 Breakfast, 0 Lunch, 0 Dinner)	\$ - day
C Local Mileage (trips @ miles each)	- miles
	\$ -
Mileage	- miles
	\$ -
Subtotal Travel	\$ -

### CADD and Plotting Expenses

Cadd	A CADD	290 hours
	290 hrs at billing rate \$10.00 per hour	\$ 2,900
Plotting	B 11 x 17 Review Plots	4,041 plots
	Total expense at billing rate of \$1.00 per plot	\$ 4,041
	C Mylar Plots	449 plots
	Total expense at billing rate of \$10.00 per plot	\$ 4,490
	Subtotal CADD and Plotting Expenses	\$ 11,431

### Miscellaneous Expenses

B Tape @ \$6.00	\$ -
B Film @ \$20.00	\$ -
C Overnight Delivery (0 @ \$50)	\$ -
D In town delivery ( @ \$15)	\$ -
E Potholing Allowance	\$ 5,000
Subtotal Miscellaneous Expenses	\$ 5,000

### Estimated Outside Services and Consultants

PaleoWest Archaeology	\$ 4,975
Environmental Data Resources, Inc.	\$ 525
RAMM & Associates, Inc.	\$ 2,200
GWEG	\$ 1,825
Subtotal Estimated Outside Services and Consultants	\$ 9,525

**TOTAL ESTIMATED EXPENSES**

**\$ 25,956**

CPH

## SCOPE OF WORK

The scope of work proposed herein by PaleoWest Archaeology is for conducting a Class III cultural resources survey for the proposed Tempe Highline Canal project in Maricopa County, Arizona. The project involves federal funding and is subject to Arizona Department of Transportation (ADOT) local government processes. The project area extends approximately 3.5 miles by an average of 100 ft wide (46 acres) and is along the existing Highline Canal between Knox Road and south of Baseline Road. There are also 16 nodes identified in the DCR; four nodes have been excluded from the project and are not included in this scope of work:

- Node 2: Cerrito
- Node 3: Tulane
- Node 11: Ruby
- Node 15: Basin

The nodes that are included in this scope of work include:

- Node 1. Avenida del Yaqui
- Node 4. Magdalena
- Node 5. Guadalupe
- Node 6. Highline High Point
- Node 7. Grove
- Node 8. Midpoint
- Node 9. Elliot
- Node 10. Loop Link
- Node 12. Commerce/Priest
- Node 13. Warner/ Priest At-Grade Crossing
- Node 14. Warner/Priest Grade-Separated Crossing
- Node 16. Knox

**Literature Review.** PaleoWest will examine records in the ADOT portal and the Arizona State Museum's (ASM) online AZSITE database to determine the location of any previously conducted archaeological surveys or previously recorded archaeological sites within a one-mile radius of the project area. Government Land Office (GLO) maps housed at the BLM will also be consulted to evaluate the possible presence and location of historic Euroamerican features on the property. The site file search results will be included in the survey report.

**Fieldwork.** PaleoWest archaeologists will conduct a full pedestrian inventory of the project area following ADOT, ASM, and State Historic Preservation Office (SHPO) inventory standards and guidelines. Archaeologists will walk parallel transects along both sides of the canal and within the 12 nodes spaced not more than 20 m apart, recording all isolated occurrences and mapping and recording any identified archaeological sites. This will include any previously recorded sites as well as newly discovered archaeological sites. A Registered Professional Archaeologist (RPA) who meets the National *Secretary of the Interior's* professional standards will head the fieldwork. PaleoWest will evaluate the significance of all identified historic and

CPH

prehistoric resources in terms of eligibility for listing in the State and National Registers of Historic Places and provide recommendations for mitigation if necessary.

**Report and Consultation Letter Preparation.** PaleoWest will prepare a report that meets all ADOT, ASM, and SHPO standards. The report will include a review of the project area's environmental setting, the results of the literature review, a description of the field methods, a record of isolated occurrences, a detailed description of each new site recorded, an evaluation of each site's potential eligibility for inclusion in the National and State Registers of Historic Places, and recommendations for either further work or full archaeological clearance. PaleoWest will submit this draft report to the client for review and consult with the client on the results of the project. Draft consultation letters will be prepared on behalf of ADOT, concurrent with the draft report submittal. All project information will be uploaded into the ADOT portal at the conclusion of the project.

#### **COST, SCHEDULE, AND TERMS**

The fee for completing the tasks described above will be **\$4,975**, payable on a fixed-fee basis upon submittal of the draft report. Included in this fee are all labor and direct expenses expected to be necessary to complete the inventory, report preparation, draft consultation letters, and ADOT portal data entry. Upon receipt of a notice to proceed, the draft report can be submitted within three weeks of completion of fieldwork. If an unanticipated level of effort is necessary due to agency requirements, or changes in scope by the client are requested, PaleoWest will request a contract modification to offset the additional costs necessary.

CPH





May 5, 2015

Ms. Jennifer Tremayne  
Kimley-Horn  
7740 North 16<sup>th</sup> Street, Suite 300  
Phoenix, Arizona 85020

Re: **Limited Lead-Based Paint Survey Proposal**  
**Highline Canal Project**  
Tempe, Maricopa County, Arizona

Dear Ms. Tremayne:

Per your email request, The Green Way Environmental Group, LLC is pleased to submit this proposal to conduct a Lead-Based Paint Survey at the above-referenced project location. Based on information provided by Kimley-Horn (KH) the subject property is a new foot path along the Highline Canal, located in Tempe, Maricopa, Arizona. The scope of work for this Limited Lead-Based Paint Survey is consistent with the Maricopa County and federal NESHAP regulations, as well as, ADOT Specifications.

As we understand, the project area is from approximately Baseline Road to Ray Road along the Highline Canal. The project crosses ADOT arterials at nine (9) locations according to the attached map and site plan provided by Kimley-Horn.

We have prepared the following scope of work and fee estimate based on this information provided by you.

#### **PROPOSED SCOPE OF WORK**

The Green Way Environmental Group's proposed scope of work will include the following:

- Visual assessment of the project area and suspect building materials to determine homogeneous areas and sampling scheme, and collection of one sample of Yellow and one sample of White road marking surface coatings suspected to contain lead. Up to a **maximum of twenty (20) samples** is expected for the lead-paint survey. (Approx. 1 to 2 per location in highlighted in **BLUE** on attached map)
- Sample analysis will be conducted in general accordance with Flame Atomic Absorption (FAA) analysis protocols.
- Preparation of a Lead Survey Report presenting our data and summarizing our conclusions regarding any lead-containing road striping potentially encountered in the project.

**Asbestos Sampling • Mold Inspections • Lead-Based Paint Sampling • Post-Remediation Sampling**

**The Green Way Environmental Group, LLC • 3370 North Hayden Road, Suite 123-187**

**Scottsdale, Arizona 85251 • Tel: (480) 639-0389**

*CPH*

- Any use of, or reliance upon, the information, assessments, or conclusions contained in the Asbestos Survey report for reasons other than it's intended purpose shall be at the sole liability of the party undertaking such use.
- AUTOCAD or similar files of all of the areas to be surveyed will be provided by KH, if available.
- Authorized access to all the areas needing to be sampled will be provided by KH.

#### **FEE ESTIMATE**

The lump sum fee estimate for the scope of work outlined above is approximately **\$1,825.00**. Should conditions exist during field activities that warrant additional work (i.e., additional tenant spaces, point count analysis, etc.), KH will be contacted for authorization prior to initiation of these activities. ***Additional Lead Paint analysis samples necessary to maintain project compliance will be invoiced at \$65/sample (all inclusive of labor, lab fees, and additional reporting time).***

#### **PROJECT SCHEDULE**

Following receipt of your written authorization to proceed, The Green Way Environmental Group will commence services described above within 48 hours of notice to proceed and sample locations are determined from final scope of work. The Final Asbestos Survey report will be received by *KH* no later than 10 days following the receipt of the lab results. If the scope of work and assumptions of this proposal meet with your approval, please provide authorization to initiate project activities by signing this proposal, issuing a PO# or similar contract document, and provide the following information, if available:

- Arrangements, with the purpose of gaining full access to the above-referenced tenant spaces; and
- The name and phone number of a site contact authorized to coordinate the field activities.

If you have any questions or comments regarding this proposal, please contact the undersigned at (480) 639-0389.

Sincerely,

**THE GREEN WAY ENVIRONMENTAL GROUP, LLC**



Ritchie A. Bump  
Principal Hygienist

Attachments – Estimated Breakdown Spreadsheet  
Project Site Map (provided by Kimley-Horn)

**Asbestos Sampling • Mold Inspections • Lead-Based Paint Sampling • Post-Remediation Sampling**

**The Green Way Environmental Group, LLC • 3370 North Hayden Road, Suite 123-187**

**Scottsdale, Arizona 85251 • Tel: (480) 639-0389**



**Approved by:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Asbestos Sampling • Mold Inspections • Lead-Based Paint Sampling • Post-Remediation Sampling**

**The Green Way Environmental Group, LLC • 3370 North Hayden Road, Suite 123-187**

**Scottsdale, Arizona 85251 • Tel: (480) 639-0389**

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**Consultant Price Schedule - Asbestos & Lead  
Related Rates: Highline Canal Project (LEAD  
ONLY)**

POSITION	PRICE PER HOUR	HOURS	COST
Support	Standard \$ 35.00	3	\$ 105.00
Level I	Premium \$ 45.00		\$ -
Support	Standard \$ 45.00		\$ -
Level II	Premium \$ 55.00		\$ -
Support	Standard \$ 50.00		\$ -
Level III	Premium \$ 60.00		\$ -
Field	Standard \$ 55.00		\$ -
Level I	Premium \$ 65.00		\$ -
Field	Standard \$ 50.00		\$ -
Level II	\$ 60.00		\$ -
Field	Premium \$ 65.00		\$ -
Level III	Standard \$ 75.00		\$ -
Professional	\$ 65.00		\$ -
Level I	Premium \$ 75.00		\$ -
Professional	Standard \$ 75.00	14	\$ 1,050.00
Level II	Premium \$ 85.00		\$ -
Professional	Standard \$ 95.00	2	\$ 190.00
Level III	Premium \$ 110.00		\$ -
Sampling	Standard \$ 100.00		\$ -
Sampling	Rush \$ 175.00		\$ -
Asbestos (PLM) Samples	Standard \$ 8.40		\$ -
Asbestos (PLM) Samples	Rush \$ 18.00		\$ -
Lead (FAA) Samples	Standard \$ 24.00	20	\$ 480.00
Lead (FAA) Samples	Rush \$ 50.00		\$ -
			\$
<b>Estimated Total Project Cost</b>			<b>\$ 1,825.00</b>

cpH



**RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.**  
***Geotechnical Engineering • Construction Materials Testing***

Kimley-Horn and Associates, Inc.  
7740 North 16<sup>th</sup> Street, Suite 300  
Phoenix, Arizona

April 22, 2015

Attention: Robert Lyons, P.E., email ([chris.woolery@kimley-horn.com](mailto:chris.woolery@kimley-horn.com))

Re: Proposal for Geotechnical Engineering Services  
Pedestrian Bridge Over The Highline Canal  
Near Knox Road and Priest Drive  
Tempe, Arizona

RAMM Proposal No. PG15399

Ricker, Atkinson, McBee, Morman & Associates, Inc. is pleased to submit this proposal to conduct Geotechnical Engineering Services for the above-referenced project.

If this proposal meets with your approval, please sign, date and return one copy of the enclosed Attachment "A", which outlines project description, our scope of services, completion time and fee to perform services.

If there are any questions regarding the proposed scope of work, please call. Thank you for considering our firm for this project.

Respectfully submitted,

RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.

Kenneth L. Ricker, P.E.

/dh

**RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.**

ATTACHMENT "A" Proposal for Geotechnical Engineering Services

For: Kimley-Horn and Associates, Inc.

RAMM Proposal No. PG15399

**PROJECT:** Pedestrian Bridge Over The Highline Canal  
Near Knox Road and Priest Drive  
Tempe, Arizona

**DESCRIPTION:**

The proposed bridge will be a relatively short, prefab truss, single span structure over the Highline Cannel.

**SCOPE OF SERVICES:**

1. A test boring will be performed to determine subsurface conditions and obtain representative samples for laboratory analyses. One test boring 25 feet in depth or prior auger refusal is proposed. The test boring will be Blue Staked and a private utility locator will be used. Site access and on-site utility locations will be provided by you.
2. Laboratory analyses of representative samples will include:
  - Moisture Content and Dry Density
  - Compression
  - Direct Shear
  - Minus No. 200 Sieve and Plasticity Index
  - Soluble Sulfate, Chloride
3. The field and laboratory data will be used in engineering evaluation and analyses to formulate our geotechnical recommendations.
4. An Engineer's report will be provided presenting the results of the field and laboratory testing and recommendations for foundation support (including foundation type depth, bearing/allowable capacity, and estimated settlement), lateral earth pressures and site grading and preparation procedures, and concrete durability parameters.

**COMPLETION TIME:**

Final report approximately 3 to 4 weeks after authorized to proceed.

**FEE:** \$ 2,200.00

*CPH*

**RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.**

ATTACHMENT "A" Proposal for Geotechnical Engineering Services

For: Kimley-Horn and Associates, Inc.

RAMM Proposal No. PG15399

PROJECT: Pedestrian Bridge Over The Highline Canal  
Near Knox Road and Priest Drive  
Tempe, Arizona

The undersigned agrees to the forgoing Scope and Fee.

**RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.**

By: \_\_\_\_\_

  
Kenneth L. Ricker, P.E., Project Engineer

Client: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_



# RT Underground LLC

908 N 90th Place., Mesa, AZ 85207 Phone 480.277.6691 Fax 480.219.0101 [tony.roback@rtunderground.com](mailto:tony.roback@rtunderground.com)

## ASPHALT MILLING

Trench, Plates, Small Areas

## UTILITY POTHOLING

SUE (Subsurface Utility Engineering)

Submitted to: **Kimley-Horn**  
Attn: **Ray P. Yparraguirre**  
7740 N. 16th Street, Suite 300  
Phoenix, Arizona 85020  
Phone: **602-944-5500**  
Email: [Ray.Yparraguirre@kimley-horn.com](mailto:Ray.Yparraguirre@kimley-horn.com)

Date: **11-Aug-15**  
Project: **Highline Canal Multi Use Path**  
Location: **Tempe**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
	Pothole Utilities	7	EA	\$425.00	\$2,975.00
	Traffic Control	2	EA	\$115.00	\$230.00
	Hotpatch		LS	\$1,150.00	\$0.00
	Slurry Backfill	1	LS	\$750.00	\$750.00
	Off duty Police Officer	9	HR	\$75.00	\$675.00
	Core Concrete/replace core	1	EA	\$100.00	\$100.00
	Core Replace AC	2	EA	\$100.00	\$200.00
				<b>TOTAL:</b>	<b>\$4,930.00</b>

**Includes:** Pothole price includes: Pea Gravel Backfill. Survey by RLS. Dry holes will be charged the same as a regular hole. Dry hole is one which no utility is found. Includes applying for ROW permit and traffic control permit does not include cost of each. 4 hr min on officer. Slurry backfill/hotpatch price is upto 10 holes. Pothole price is based on a min of 6 holes.

**Excludes:** Inspection/testing costs, taxes, permit costs. Unforeseen conditions (Rock excavation, excessive cobble 4" and larger or any other unforeseen conditions that affect production). Excludes private locating, full panel remove and replacement of concrete.

**Terms:** 30 Days

Respectfully Submitted ,

**RT Underground, LLC**

Tony Roback, President

Accepted By :

For : \_\_\_\_\_  
Date : \_\_\_\_\_





## Ray P. Yparraguirre, P.E., PTOE

### EDUCATION AND TRAINING

*Bachelor of Science, Civil Engineering, Arizona State University*

### CREDENTIALS

*Professional Engineer in Arizona (#39165)*

*Professional Traffic Operations Engineer (PTOE #1992)*

*Institute of Transportation Engineers, Past President, Member*

*Arizona Society of Civil Engineers, Member*

*American Society of Highway Engineers, Member*

*ITS Arizona, Member*

### SPECIAL QUALIFICATIONS

Ray has over 20 years of traffic/transportation engineering and Intelligent Transportation Systems (ITS) experience. He is the project manager for multiple municipal on-calls. Ray specializes in traffic design, ITS design, pedestrian and bicycle pathways, construction phasing, traffic control, and marking and signing. His experience includes road safety assessments/evaluations, ADA accessibility, traffic signal and signal system design, traffic operations, geometric analyses, lighting, constructability reviews, utilities, right-of-way, specifications, and quantity and cost estimates.

### PROJECT EXPERIENCE

#### ***Tempe Consultant On-Call, Tempe, AZ — Project Manager***

Since 2009, Kimley-Horn has been providing traffic engineering services through the City of Tempe Consultant On-Call. Assignments under this on-call contract have included the 1st Street Alignment Study and University Drive (Priest Drive to SPRR) Bicycle and Pedestrian Improvements projects.

#### ***University Drive, Priest to UPRR, Tempe, AZ — Project Manager***

Kimley-Horn recently completed the design of the University Drive Bicycle and Pedestrian Improvements from Priest Drive to Ash Avenue. This project will improve the multimodal qualities of the street by providing improved access for all users, accommodating ADA needs, creating a safer refuge for pedestrians, and improving bicycle/pedestrian facilities and safety.

#### ***McDowell Road, Agua Fria River Bridge to Avondale Blvd Boulevard, Avondale, AZ — Project Engineer***

As part of our current Avondale Design Services contract, Kimley-Horn completed the design for McDowell Road from the Agua Fria Bridge (west) to Avondale Boulevard (east). The design includes reducing the Superelevation from 8% to 3.9%, horizontal re-alignment, adjusting the roadway profile, and widening the roadway section. The widening portion from the Agua Fria Bridge to 117th Avenue includes new landscape medians, new sidewalk, and an updated intersection layout at Friendship Park.

CPH

# Kimley»Horn

## ***Saguaro Boulevard Improvements, Fountain Hills, AZ — Project Engineer***

Kimley-Horn was selected to design this project, which was part of the Town's \$8.2 Million Bond passed in November 2013. The project includes approximately 3.5 miles of full-depth pavement reconstruction of the existing roadway profile from Trevino Drive to Fountain Hills Boulevard. Additional work includes replacement of existing extruded curb with new curb and gutter, drainage improvements at Saguaro Boulevard/Palisades Boulevard intersection and at three locations along Desert Canyon Golf Course, median modifications at the three-way stop Saguaro Boulevard/Avenue of the Fountains intersection, and traffic signal replacement at the Saguaro Boulevard/Palisades Boulevard intersection.

## ***Northern Arizona University (NAU) McCreary Signal, Flagstaff, AZ — Project Engineer***

This project involved the design of pedestrian improvements at the San Francisco Street/McCreary Street intersection, one of the busiest pedestrian crossing intersections within the NAU campus. As project engineer, Ray designed a complete reconstruction of the sidewalk ramps in compliance with ADA guidelines, removed an existing speed table, and designed a new traffic signal.

## ***4th Avenue/16th Street Intersection Reconstruction, Yuma, AZ — Project Manager***

Through a previous corridor study conducted by Kimley-Horn, the City of Yuma concluded that the intersection of 4th Avenue and 16th Street has deteriorated to unacceptable levels of service. Currently, 16th Street is a five-lane roadway with two lanes in each direction and a common left-turn lane; existing 4th Avenue in this area has the same roadway configuration. Both roadways move traffic through a well-developed commercial district. This design project extends the six-lane facility of the widening project from Arizona Avenue to Yuma Palms Parkway, including three travel lanes, bike lanes, raised median, sidewalks, and curb and gutter.

## ***City of Buckeye, Skyline Regional Park, Buckeye, AZ — Project Engineer***

Kimley-Horn is responsible for the final design of the Phase 1 improvements according to the Skyline Regional Park Master Plan, including an access roadway, internal roadways, two trailhead parking areas, an entry gate house, camping and picnic areas, a pedestrian bridge, and associated park elements. The existing roadway required significant improvements to enhance access, aesthetics, and functionality. Design features included simplifying access to improve traffic flow, intersection improvements, and landscaping. Significant coordination efforts were required for both on-site drainage improvements with Flood Control District of Maricopa County (FCDMC) and right-of-way determination with Arizona State Land Department (ASLD).

## ***SR 387 at San Carlos Trail School Crosswalk, Casa Grande, AZ — Project Engineer***

Kimley-Horn design a pedestrian hybrid beacon at the existing school crosswalk for the Casa Grande Middle School along SR 387. The design provided a safe and protected crossing for school children, pedestrians, and bicyclists utilizing the multi-use path compliant with ADA and PROWAG requirements.

CPH

**EXHIBIT B**  
**AFFIDAVIT DEMONSTRATING LAWFUL**  
**PRESENCE IN THE UNITED STATES**

ARS §§1-501 and 502 require completion of the form to apply to the City for a local public benefit (defined as a grant, contract or loan). You must demonstrate through the presentation of one of the following documents that you are lawfully present in the United States.

**LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY**  
**PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.**

Please present the document indicated below to the City. If mailing the document, attach a copy of the document to this Affidavit. (If the document may not be copied, present the document in person to the City for review and signing of the affidavit.)

- \_\_\_\_ 1. An Arizona driver license issued after 1996.  
Print first 4 numbers/letters from license: \_\_\_\_\_
- \_\_\_\_ 2. An Arizona non-operating identification License.  
Print first 4 numbers/letters: \_\_\_\_\_
- \_\_\_\_ 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.  
Year of birth: \_\_\_\_\_: Place of birth: \_\_\_\_\_
- \_\_\_\_ 4. A United States Certificate of Birth abroad.  
Year of birth: \_\_\_\_\_: Place of birth: \_\_\_\_\_
- \_\_\_\_ 5. A United States passport.  
Print first 4 numbers/letters on Passport: \_\_\_\_\_
- \_\_\_\_ 6. A foreign passport with a United States Visa.  
Print first 4 numbers/letters on Passport \_\_\_\_\_  
Print first 4 numbers/letters on Visa \_\_\_\_\_
- \_\_\_\_ 7. An I-94 form with a photograph.  
Print first 4 numbers on I-94: \_\_\_\_\_
- \_\_\_\_ 8. A United States Citizenship and Immigration Services Employment Authorization Document (EAD).  
Print first 4 numbers/letters on EAD: \_\_\_\_\_
- \_\_\_\_ 9. Refugee travel document.  
Date of Issuance: \_\_\_\_\_ Refugee Country: \_\_\_\_\_
- \_\_\_\_ 10. A United States Certificate of Naturalization.  
Print first 4 digits of CIS Reg. No.: \_\_\_\_\_
- \_\_\_\_ 11. A United States Certificate of Citizenship.  
Date of Issuance: \_\_\_\_\_ Place of Issuance: \_\_\_\_\_
- \_\_\_\_ 12. A tribal Certificate of Indian Blood.  
Date of Issuance: \_\_\_\_\_ Name of Tribe: \_\_\_\_\_
- \_\_\_\_ 13. A tribal or Bureau of Indian Affairs Affidavit of Birth.  
Year of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

**I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT  
IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS  
VERIFICATION IS TRUE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Business/Company (if applicable)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date:

\_\_\_\_\_  
City, State, Zip Code

OFFICE USE ONLY: EMPLOYEE NAME: \_\_\_\_\_  
EMPLOYEE NUMBER: \_\_\_\_\_

**ALL VIOLATIONS OF FEDERAL IMMIGRATION LAW SHALL BE REPORTED TO 1-866-347-2423.**



**EXHIBIT C**  
**AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE**  
**CHAPTER 2 ARTICLE VIII SECTION 2-603(5)**

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Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- **CONTRACTOR** means any person who has a contract with the City.
- **VENDOR** means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

\_\_\_\_\_ Current copy of antidiscrimination policy attached

OR

\_\_\_\_\_ I hereby certify \_\_\_\_\_ (contractor/vendor) to be  
in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company